

Terms & Conditions for HSBC/ HSBC Amanah CNY Cash Back Programme
("this Programme").

Every mention of "HSBC" refers to HSBC Bank Malaysia Berhad and HSBC Amanah Malaysia Berhad. Individually, HSBC Bank Malaysia Berhad (Company No. 127776-V) will be referred to as "HSBC Bank" and HSBC Amanah Malaysia Berhad (Company No. 807705-X) will be referred to as "HSBC Amanah".

1. This Programme shall run from 1 January 2010 to 28 February 2010, both dates inclusive ("**Programme Period**").
2. This Programme is open to all HSBC Bank and/or HSBC Amanah Credit Card/-i Cardholders ("**Participating HSBC/HSBC Amanah Credit Card/-i**"), credit cards/-i(s) of which are issued in Malaysia by HSBC except for the following categories:
 - (a) Holder(s) of HSBC Amanah MasterCard Charge Card/-i; and/or
 - (b) Holder(s) of invalid or cancelled HSBC credit card/i and/or where the HSBC credit card/i accounts are delinquent within HSBC's definition at any anytime during the Programme Period; and/or
 - (c) Holder(s) of company and/or corporate HSBC Bank's credit cards.

("Eligible Cardholder")

3. **Registration Criteria:**
 - (a) To participate in this Programme, the Eligible Cardholder must first register any one of his/her Participating HSBC Bank or HSBC Amanah Credit Card/-i number(s) via SMS during the Programme Period. Registration process is as follows: SMS HSBC<space>your 16-digit HSBC Bank or HSBC Amanah Credit Card/-i number to 36722. Standard telco charges will apply for each SMS sent.
 - (b) Upon successful registration, the Eligible Cardholder will receive a confirmation via SMS. Such confirmation will be sent to the mobile number used for the registration as stated in clause 3 (a) above and the confirmation SMS will cost the Eligible Cardholder RM0.30.
 - (c) Registration can be performed by the primary or supplementary HSBC or HSBC Amanah Credit Card/-i Cardholders.
 - (d) Once registered, see clauses 4) and 5) below.

4. **Spend & Win Criteria**

The Eligible Cardholder and/or his/her supplementary credit card/-i cardholder(s) must use his/her HSBC and/or HSBC Amanah Credit Card/-i (whether independently or collectively) for a **minimum spend of RM500** in any single week as specified in clause 5 below (whether made in a single or accumulated receipt(s)/sales draft(s)) during the Programme Period.
("Spend Criteria")

5. **Selection and Spending Criteria**

“Any single week” is defined as the nine (9) specified weeks presented in the table below. The Eligible Cardholder who fulfils the Spend Criteria within the specified weeks will receive the 10% Cash Back – refer to clause 6 for full details. The 10% Cash Back allotment will be processed within four (4) to six (6) weeks after the end of each month of the Programme Period.

Week	Dates
1	1 - 3 January 2010
2	4 - 10 January 2010
3	11 - 17 January 2010
4	18 - 24 January 2010
5	25 - 31 January 2010
6	1 - 7 February 2010
7	8 - 14 February 2010
8	15 - 21 February 2010
9	22 - 28 February 2010

(“Specified Weeks”)

6. Eligible Spend for the Programme are those that:

- (a) Are charged to any of the Eligible Cardholder’s HSBC Bank and/or HSBC Amanah credit card/-i(s), including the supplementary credit card(s) (“Participating HSBC Bank and/or HSBC Amanah credit card/i) within the Specified Periods defined above;
 - (b) Includes 0% instalment plans, overseas transactions, retail transactions and internet retail transactions; and
 - (c) Excludes standing instructions/auto-billing, cash advances, finance charges, balance transfers and credit card annual fee payment; and
 - (d) Spend is calculated based on total consolidated (primary and supplementary-(ies)) customers spending. If for the Eligible Cardholder has multiple Participating HSBC Bank and/or HSBC Amanah credit card/i accounts, all spending on all Participating HSBC Bank and/or HSBC Amanah credit card/i by the primary HSBC credit card/i cardholder and his/her supplementary-(ies) HSBC credit card/i cardholder(s) will also be consolidated and will not be viewed individually to meet the spend criteria for the Programme.
- (“Eligible Spend”)**

Example: Cardholder A has an HSBC Visa Platinum Credit Card, an HSBC Visa Gold Credit Card, HSBC Amanah MPower Visa Credit Card-i and 2 supplementary HSBC Visa Gold Credit Cards, all transactions on any of those Participating HSBC Bank and/or HSBC Amanah Credit Card/i(s) will be consolidated and not viewed individually to meet the spend criteria of the Programme.

An Eligible Cardholder who fulfils the Spend Criteria is entitled to 10% cash back on total Eligible Spend used for petrol and groceries purchases during the Specified Weeks **(“10% Cash Back”)** subject to fulfilling the qualifying conditions in Clauses 2, 3, 4, 5 and 6.

7. The 10% Cash Back will be reflected in his/her credit card/-i statement in the month following the crediting of the 10% Cash Back. For avoidance of doubt, the Participating HSBC/HSBC Amanah Credit Card/-i are in the following order: HSBC Premier MasterCard Credit Card being the highest card type, followed by HSBC Platinum Visa Credit Card, HSBC Amanah MPower Visa Platinum Credit Card-i, HSBC Gold MasterCard Credit Card, HSBC Visa Gold Credit Card, HSBC Classic Visa Credit Card, HSBC Classic MasterCard Credit Card and HSBC Amanah MPower Visa Credit Card-i.

8. The following terms and conditions apply to the 10% Cash Back:
 - a) The 10% Cash Back is calculated based on the Eligible Cardholder's and/or his/her supplementary cardholders total Eligible Spend during the Specified Weeks within the Programme Period.
 - b) The 10% Cash Back is capped at a maximum of RM100 for each Eligible Cardholder for each month within the Programme Period.
 - c) The total 10% Cash Back available is limited to RM300,000 on a 'first-come, first-served' basis for each month within the Programme Period.
 - d) The 10% Cash Back will only be applied towards the Eligible Cardholder's petrol and groceries transactions made during the Specified Weeks that the Eligible Cardholder's meets the Spend Criteria of RM500.
 - e) The 10% Cash Back on petrol and groceries will only be applied towards spend made at participating HSBC merchant outlets in Malaysia which carry the Merchant Category Code of "Petrol" and "Groceries" as per HSBC's system.
 - f) The total amount of the 10% Cash Back awarded to Eligible Cardholders in each month will be credited into the Eligible Cardholder's respective primary Participating HSBC Credit Card account which was used to make the eligible spend and which is entitled to receive the 10% Cash Back within four (4) to six (6) weeks after the end of each month. The primary Eligible Cardholder who is entitled to receive the 10% Cash Back will receive notification of the same through his/her respective Participating HSBC/HSBC Amanah Credit Card/-i monthly credit card statement in the month after the crediting of the 10% Cash Back.
 - g) HSBC and/or HSBC Amanah reserve the right to substitute it with any other prize or item of similar value at any time without prior notice.
 - h) HSBC and/or HSBC Amanah reserve the right, at their absolute discretion, in the allocation of the 10% Cash Back to the winners and no request by the winners or any other party for the exchange or substitution of the 10% Cash Back with any other prize or item for this Programme will be entertained.
 - i) HSBC and/or HSBC Amanah will not entertain any request by the winners or any other party to credit the 10% Cash Back to any of the winner's other HSBC and/or HSBC Amanah credit card/-i account or any third party's HSBC and/or HSBC Amanah credit card/-i account.
 - j) The 10% Cash Back is not exchangeable for cash or in kind.
 - k) Only the primary Eligible Cardholder is entitled to receive the 10% Cash Back.
 - l) HSBC and/or HSBC Amanah will not be held liable for any mishaps, injuries or accidents that may occur in the use of the 10% Cash Back in this Programme.
9. At the time of spend by the Eligible Cardholder / receipt of the 10% Cash Back by the winners for this Programme, the primary Participating Credit Card/-i account(s) of the Eligible Cardholder / Daily Winner MUST NOT be delinquent, and/or his/her HSBC and/or HSBC Amanah Credit Card/-i(s) MUST NOT be invalid or cancelled within HSBC and/or HSBC Amanah's definition, otherwise they will be disqualified from participating in this Programme or from receiving the 10% Cash Back.

General Terms

10. HSBC reserves the right to publish or display the name, picture and city of residence of the Eligible Cardholders who won the 10% Cash Back for this Programme ("winners") for advertising and publicity purposes. By participating in this Programme, the winners hereby consent to and agree that HSBC shall be at liberty to publish their names, pictures and city of residence without compensation for advertising and publicity purposes. Non-compliance may result in an alternative winner being chosen.
11. By participating in this Programme, the Eligible Cardholder agrees to be bound by these Terms and Conditions and the decisions of HSBC.
12. HSBC's decision on all matters relating to this Programme including but not limited to the eligibility to participate, the selection of the Winners for this Programme, and in case of any dispute, shall be final and binding on all Eligible Cardholder of this Programme and no correspondence will be entertained.
13. HSBC reserves the right at its absolute discretion to vary, delete or add to any of these Terms & Conditions without prior notice.
14. These Terms and Conditions, as the same may be amended from time to time pursuant to Clause 13, shall prevail over any provisions or representations contained in any other promotional materials advertising this Programme.
15. These Terms and Conditions are in addition to the respective Cardholder Agreements for HSBC Bank and HSBC Amanah, which regulates the provision of credit card facilities by HSBC Bank and HSBC Amanah respectively. In the event of inconsistency between these Terms and Conditions and the said Agreements, these Terms and Conditions shall prevail in so far as they apply to this Programme.
16. HSBC shall not be liable for any default due to any act of God, war, riot, strike, terrorism, epidemic, lockout, industrial action, fire, flood, drought, storm or any event beyond the reasonable control of HSBC.
17. HSBC reserves the right to cancel, terminate or suspend this Programme with or without any prior notice. For the avoidance of doubt, cancellation, termination or suspension by HSBC of this Programme shall not entitle the Eligible Cardholder/potential winners/winners to any claim or compensation against HSBC for any and all losses or damages suffered or incurred by the Eligible Cardholder/potential winners/winners as a direct or indirect result of the act of cancellation, termination or suspension.
18. In the event where there is any inconsistency(ies), conflict(s), ambiguity(ies) or discrepancy(ies) between English and Bahasa Malaysia version of these Terms and Conditions, the English version of these Terms and Conditions shall prevail.